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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/975,171	10/10/2001	Dean A. Seifert	FDC 0163 PUS	9115
22045	7590	03/22/2005	EXAMINER	
BROOKS KUSHMAN P.C. 1000 TOWN CENTER TWENTY-SECOND FLOOR SOUTHFIELD, MI 48075			HEWITT II, CALVIN L	
		ART UNIT	PAPER NUMBER	
		3621		

DATE MAILED: 03/22/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/975,171	SEIFERT ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	Calvin L Hewitt II	3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

1) Responsive to communication(s) filed on 22 December 2004.

2a) This action is **FINAL**.                            2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

4) Claim(s) 1-65 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 1-65 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:

- Certified copies of the priority documents have been received.
- Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
- Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1) Notice of References Cited (PTO-892)

2) Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
 Paper No(s)/Mail Date \_\_\_\_\_.

4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date. \_\_\_\_\_.

5) Notice of Informal Patent Application (PTO-152)

6) Other: \_\_\_\_\_.

***Status of Claims***

1. Claims 1-65 have been examined.

***Response to Amendment/Argument***

2. Applicant is of the opinion that Konya doesn't teach requesting a host computer system to load payout funds into a payout account associated with a payout card and providing a card to the recipient. The Examiner respectfully disagrees. Konya teaches transferring money into a second account at the request of an owner of a first account (abstract). Thus, money is loaded into the second account (abstract; figure 7B; column 10, lines 28-41). The Konya system also provides a recipient with a payout card (column 11, lines 15-26; column 12, lines 20-30). The Applicant points out that the Konya system does not actually transfer funds into a second account (column 9, lines 25-37). This analysis, however, only applies to the single financial institution embodiment. On the other hand when there are multiple institutions, Konya clearly teaches funds stored in a second account (column 9, lines 39-65).

Berg et al. teach a smart card that stores account codes such as a funding source (column 8, lines 37-56), therefore the combined prior art of Konya and Berg teaches or at least suggests writing an account code to a payout card.

Regarding the printing of a code on a receipt the Examiner remains of the opinion that this process is old and well-known.

The following assertion of facts have gone unchallenged and are considered admitted prior art:

- transaction receipts with identification codes printed thereon
- transaction fees
- overdraft protection

#### ***Claim Rejections - 35 USC § 112***

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

4. Claim 65 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Claim 65 recites a payout card that "is anonymous as to the recipient's name". Applicant's Specification however, merely recites "anonymous payout cards" (Specification, page 6, lines 10-26).

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claim 30 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 30 recites an "anonymous payout card" however, the card has identifying information that "includes an account number". Hence, to one of ordinary skill the card is not anonymous as the account number can be traced back to the name of owner of the account.

Claim 58 is dedicated to processing performed prior to funds being loaded into an account. Therefore, it is not clear to one of ordinary skill how the identity of an agent involved in a recipient receiving said funds can be known.

Claim 58 recites the limitation "the receive transaction" in line 3. There is insufficient antecedent basis for this limitation in the claim.

Claim 60 recites "wherein the payout account is not accessible by the sender", however this is not clear to one of ordinary skill as claim 1, from which claim 60 depends, discloses a sender loading funds into an account accessible by a recipient.

***Claim Rejections - 35 USC § 102***

7. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this

Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

8. Claims 1-5, 14-21, 31-37, 45-49, and 60 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by Konya, U.S. Patent No. 5,937,396.

As per claims 1-5, 14-21, 34-37, and 60, Konya teaches a money transfer transaction comprising:

- loading payout funds at least equal to an amount to be transferred from a sender (or to cover the amount plus a fee) to a recipient into a payout account such that the funds are electronically accessible to the recipient using a payout card issued to said recipient  
(abstract; figures 6A-7B; column 10, lines 15-61; column 11, lines 10-26; column 12, lines 35-67)
- prior to loading funds in a recipient account, storing card identifying information, associated with a payout card, and payout funds in a host computer system (abstract; figure 1; column 7, lines 38-40)

- receiving input associated with the payout card, comparing the input against data stored in a host computer system and allowing a portion of the transferred funds to be accessed (e.g. debited, dispensed, etc.) if the input is authenticated (figures 7A-B; column 11, lines 10-40)
- a payout card that has been previously issued (figures 7A and B; column 11, lines 20-25)
- storing transaction data on a host computer system wherein the data includes a desired amount of money to be transferred (figures 6A and B)
- a recipient payout account that is not accessible by the sender (column 9, lines 25-37)

Regarding the dispensing of currency (claims 14 and 15) (issuance of a negotiable instrument or cash) to authorized users it is inherent that a user can withdraw an amount from an account less than the amount present.

As per claims 31-33, Konya teaches entering identifying information associated with a card (column 6, lines 42-50), loading funds into a payout account associated with the payout card that correspond to an amount to be transferred (figure 6B) and providing a recipient with a payout card (figure 7B).

Regarding the dispensing of currency (claims 32 and 33) (issuance of a negotiable instrument or cash) to authorized users it is inherent that a user can withdraw an amount from an account less than the amount present.

As per claims 45-49, Konya teaches a money transfer system that comprises a host system, a terminal with a card reader for receiving identifying data, and the host system verifying the identifying data prior to loading money into a recipient payout account (figures 1, 2 and 6A-7B). The host system of Konya also receives, from a sender, and stores card identifying data associated with the payout card (column 6, lines 42-51), and determines whether a receiver is allowed to access funds by comparing card identifying data from a recipient with card data from the sender (figures 7A-B).

***Claim Rejections - 35 USC § 103***

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
  - (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

10. Claims 6, 22, 38, and 50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Konya, U.S. Patent No. 5,937,396 in view of Berg et al., U.S. Patent No. 6,394,343.

As per claims 6, 22, 38, and 50, Konya teaches a method of electronically transferring funds to a recipient using a card (abstract). In order to access transferred money a recipient needs to provide the user with an account code (figures 7A and B). However, Konya does not specifically recite the type of card. Berg et al. teach a smart card for conducting financial transactions (abstract) such as money transfers (column 3, lines 20-67). More specifically, Berg et al. teach a smart card that stores account codes (column 8, lines 37-56). Therefore, it would have been obvious to one of ordinary skill to combine the teachings of Konya and Berg et al. in order to allow smart card owners to maintain a secure record of cash transactions ('343, column 8, lines 45-46).

11. Claims 7-13, 23-29, 39-41, and 51-53 are rejected under 35 U.S.C. 103(a) as being unpatentable over Konya, U.S. Patent No. 5,937,396 and Berg et al., U.S. Patent No. 6,394,343 as applied to claim 6, 22, 38, and 50 above, and further in view of Cooper et al., U.S. Patent No. 6,736,314.

As per claims 7-13, 23-29, 39-41, and 51-53, Konya teaches a method of electronically transferring funds to a recipient using a card (abstract). In order to

access transferred money a recipient needs to provide the user with an account code (figures 7A and B). However, neither Konya nor Berg et al. specifically recite using an account code and a transaction code to authenticate a recipient. Berg et al. teach a method for conducting financial transactions using smart cards (abstract; column 3, lines 20-67; column 8, lines 37-56). Cooper et al. teach a method and system for transferring money using an account code and an identification code (column 7, lines 14-31; column 8, lines 28-58) where said codes are stored on a host computer system (column 7, lines 14-31) and using said codes to authenticate a recipient (column 8, lines 27-53). Cooper et al. also teach transaction fees (column 5, lines 10-33). Regarding printing the identification code on a receipt, the Examiner takes Official Notice that ATMs receiving identification codes at a remotely stored database and printing said identification codes such as account numbers and user names on receipts is old and well known. Therefore, it would have been obvious to one of ordinary skill to combine the teachings of Konya, Berg et al. and Cooper et al. in order to decrease the potential of fraud by requiring recipients to provide multiple forms of authentication ('314, figure 6).

12.       Claims 10-13, 26-29, 42-44, 54-59 and 61-64 rejected under 35 U.S.C. 103(a) as being unpatentable over Konya, U.S. Patent No. 5,937,396.

As per claims 10-13, 26-29, 42-44 and 54-56, Konya discloses ATM machines, and bank accounts, while transaction fees associated with financial transactions at ATMs and accounts are old and well-known. Hence, Konya at least suggests to one of ordinary skill loading sufficient funds to cover the cost of performing a financial transaction. Further, Konya also teaches a host system verifying a sender's account balance prior to performing a money transfer (figure 6B), and if the account lacks sufficient funds, the sender is allowed to perform another transaction (column 10, lines 37-41). Hence, Konya at least suggests the ability to make a deposit into an account. "Overdraft Protection" (claim 54) is also old and well-known. Konya also teaches calculating transaction fees (column 9, lines 25-36).

As per claim 30, Konya et al. teach a money transfer method and system that comprises initiating and fulfillment terminals (figures 1, and 7A-B). The Konya system further comprises receiving storing transaction and card identifying data at a host computer (figures 6A and B), receiving transaction [card] identifying data (e.g. account number) from a first receive transaction terminal in communication with a host system and comparing the identifying data (e.g. account balance) against amount of money to be transferred (figures 6A and B). Regarding transaction fees, Konya discloses ATM machines, and bank accounts, while transaction fees associated with financial transactions at ATMs and accounts are old and well-known. Hence, Konya at least suggests to one of

ordinary skill loading sufficient funds to cover the cost of performing a financial transaction. Further, Konya also teaches a host system verifying a sender's account balance prior to performing a money transfer (figure 6B), and if the account lacks sufficient funds, the sender is allowed to perform another transaction (column 10, lines 37-41). Hence, Konya at least suggests the ability to make a deposit into an account. Konya also teaches calculating transaction fees (column 9, lines 25-36).

As per claims 57, 58, 63 and 64 Konya teaches a recipient with a previously assigned (e.g. identified with a particular bank or financial institution) payout card (column 11, lines 15-26; column 12, lines 20-30). Therefore, a priori a user is determined as eligible to participate in whatever transactions are available to owners of said payment card (e.g. bill pay, withdrawing funds, balance transfers, receiving funds, etc.).

As per claims 59, 61 and 62, Konya teaches issuing a payment card to a user who does not previously have one (column 12, lines 20-30). Hence, it would have been obvious in light of the teachings of Konya for a recipient to have a card issued at the time of the receive transaction.

13. Claim 65 is rejected under 35 U.S.C. 103(a) as being unpatentable over Konya, U.S. Patent No. 5,937,396 in view of Ballard, U.S. Patent No. 6,032,137.

As per claim 65, Konya teaches issuing a payment card to a user who does not previously have one (column 12, lines 20-30). However, Konya does not specifically recite anonymous payout cards. Ballard teaches anonymous payout cards (abstract; column 4, lines 12-19; column 7, lines 4-18). Therefore, it would have been obvious to one of ordinary skill to combine the teachings of Konya and Ballard in order to allow users to conduct transactions in private ('137, column 4, lines 15-20)

***Conclusion***

14. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will

the statutory period for reply expire later than SIX MONTHS from the date of this final action.

15. Any inquiry concerning this communication or earlier communications from the Examiner should be directed to Calvin Loyd Hewitt II whose telephone number is (703) 308-8057. The Examiner can normally be reached on Monday-Friday from 8:30 AM-5:00 PM.

If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, James P. Trammell, can be reached at (703) 305-9768.

Any response to this action should be mailed to:

Commissioner of Patents and Trademarks  
c/o Technology Center 2100  
Washington, D.C. 20231

or faxed to:

(703) 305-7687 (for formal communications intended for entry and after-final communications),

or:

(703) 746-5532 (for informal or draft communications, please label "PROPOSED" or "DRAFT")

Hand-delivered responses should be brought to Crystal Park 5,  
2451 Crystal Drive, 7th Floor Receptionist.

Any inquiry of a general nature or relating to the status of this application should be directed to the Group receptionist whose telephone number is (703) 308-1113.

Calvin Loyd Hewitt II

March 14, 2005



JAMES P. TRAMMELL  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 3600